

**INDIANA FINANCE AUTHORITY**

**REQUEST FOR PROPOSALS**  
**DATED JULY 29, 2010**

**NATURAL GAS MARKETING SERVICES**

**DUE TO THE INDIANA FINANCE AUTHORITY BY**  
**AUGUST 23, 2010**  
**5:00 P.M. EDT**

## **REQUEST FOR PROPOSALS OVERVIEW**

This is a Request for Proposals (“RFP”) issued by the Indiana Finance Authority (the “IFA”). Pursuant to Indiana Code 4-4-11.6 (the “Act”), the IFA is authorized to enter into purchase contracts with a producer (currently expected to be Indiana Gasification LLC, the “Project Sponsor”) of substitute natural gas (“SNG”) to supply SNG produced at a coal gasification facility to the IFA for delivery and sale to retail end use customers or other third parties as is deemed necessary and appropriate by the IFA. To assist in the transportation of, facilitate the marketing and sale of, and perform certain tracking and accounting functions for the SNG, the IFA desires to engage a natural gas marketer (the “Marketer”). This RFP allows any prospective Marketer who responds (a “Respondent”) to formally express interest in providing the IFA with the necessary engineering and technical expertise.

This RFP is intended to solicit information from Respondents interested in serving the IFA as a Marketer as described herein. The IFA creates no obligation, express or implied, by issuing this RFP or by receipt of any submissions pursuant hereto. The award of any contract(s) as a result of this RFP shall be at the sole discretion of the IFA. Neither this RFP nor any submission in response hereto is to be construed as a legal offer.

The purpose of this RFP is to seek information from Respondents interested in serving as the IFA’s Marketer. No contract will be awarded without further discussion and negotiation with the successful Respondent. The IFA will not be responsible for any costs or expenses incurred by any entity in preparing and submitting information responding to this request. The IFA will not be in any manner responsible for any amount to any Respondent, under any circumstances, including, without limitation, as a result of the termination of the RFP process.

### **I. Confidential Information**

Respondents are advised that materials contained in their responses are subject to the Indiana Access to Public Records Act, IC 5-14-3 et seq. (the “APRA”), and after the execution of a related contract, may be viewed and/or copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA, must indicate on their response that confidential materials are included, specify which statutory exception provision applies and identify the relevant information to which the Respondent wishes to apply the exception. The IFA reserves the right to make independent determinations of confidentiality. If the IFA does not agree with the information designated confidential pursuant to one of the disclosure exceptions to the APRA, it may either reject the response or discuss its interpretation of the allowable exceptions with the Respondent. If an agreement can be reached, the response will be considered. If an agreement cannot be reached, the IFA will remove the response from consideration for award and return the response to the Respondent. The IFA will not determine price to be confidential information.

### **II. Scope of Work**

The IFA requires a natural gas marketer to perform a variety of functions relating to the transportation, marketing and sale of SNG on behalf of the IFA and the Project Sponsor. Specific tasks of the Marketer may include:

- Marketing of the SNG to potential purchasers on behalf of both the IFA and the Project Sponsor

- Identification of multiple liquid marketing points allowing the SNG to be sold for the highest aggregate price
- Remitting proceeds from the sale of SNG to IFA or its designee
- Tracking and recording of the daily quantities of SNG received, the price at which those quantities are sold to purchasers and the amount of revenue generated from the sales
- On a monthly basis calculate the average monthly price of all SNG sold during the preceding month
- Facilitating transportation of the SNG from the Project Sponsor's facility to liquid markets for sale to purchasers
- Provide IFA and Project Sponsor all volumetric, price and revenue data maintained regarding the SNG

### **III. Terms**

The RFP is open to all Respondents capable of providing the services detailed herein. Upon receipt, the responses will be reviewed and assessed based on their responsiveness to the RFP and on the qualifications of the Respondents. After completion of the review process the IFA expects to enter into negotiations, and ultimately a contract, with the successful Respondent(s). The related gas services and marketing agreement would be a tri-party agreement between the IFA, the Project Sponsor and the Marketer. The initial term of the agreement is expected to be for a period of ten (10) years commencing from the date that commercial production of SNG begins.

Please note the IFA has adopted many of the required State of Indiana boilerplate contractual provisions. The IFA hereby puts the Respondents on notice that a successful award at the end of the process will be contingent upon the agreements complying with these standard contractual provisions (including but not limited to drug-free workplace certifications, minority and women business enterprise compliance, nondiscrimination certifications, licensing standards, certifications relating to HIPAA, certifications regarding telephone solicitations, and certifications relating to State ethics policies). See the attached Exhibit A for some of the required boilerplate terms. All other terms and conditions will be negotiated prior to execution of the final contract.

The receipt of the responses or other documents at any stage of the RFP, Qualification, bidding, review or negotiation process shall in no way obligate the IFA to enter into any contractual agreement of any kind with any party. The award of any contract(s) shall be at the sole discretion of the IFA, and accordingly the IFA reserves the right, in such discretion, to reject all Qualifications or accept any Qualification that in its judgment will adequately and sufficiently serve the interests of the IFA. The IFA reserves the right to waive any Qualification formality at its discretion.

Respondent shall certify, within the letter of transmittal, that all information provided in its response is accurate and complete to the best of its knowledge. Any false or misleading information may result in disqualification of the Respondent, at the discretion of the IFA. The IFA reserves the right to modify or terminate this solicitation at any stage if it determines such action to be in its best interest. The receipt of responses or other documents at any stage of the RFP process will in no way obligate the IFA to enter into any contract of any kind with any party.

### **IV. Responses**

Prospective Marketers that anticipate responding to this RFP shall indicate so as soon as possible by providing contact information via e-mail to the representative of the IFA listed below. The IFA, at its discretion, may extend the deadline for submitting responses if a prospective Respondent is unable to produce a thorough and complete response in the time period currently provided. A Respondent should contact the IFA immediately if it would like the IFA to consider an extension of time. If such an extension is granted by the IFA, all Respondents will be given the same extension.

Respondents should submit **an original and four (4) copies of their written response (please make sure permanent bindings aren't used) along with an electronic version to:**

**Indiana Finance Authority  
One N. Capitol Ave., Suite 900  
Indianapolis, IN 46204  
Attn: Andrew Kienle  
akienle@ifa.in.gov**

Responses must be received no later than **5:00 p.m. EDT on August 23, 2010**. Consideration of **responses received after 5:00 p.m. EDT on such date will be at the sole discretion of the IFA**. The outside of responses should be clearly marked:

**"RESPONSE TO REQUEST FOR GAS MARKETING SERVICES"**

No more than one (1) response per Respondent should be submitted. Each response should designate one person as the principal contact for the Respondent. Please provide the contact information for that person including email address. Following a review of the responses, some of the Respondents may be requested to make oral presentations and/or provide additional written information.

Any questions regarding this RFP must be submitted **in email to Andrew Kienle at akienle@ifa.in.gov no later than 5:00 p.m. EDT on August 12, 2010. Questions received after such time will not be considered.** Depending upon the content and scope of the question, responses to questions will be promptly prepared and provided to each entity that has indicated an interest in responding and provided contact information via email (as described above).

**OTHER THAN AS PROVIDED ABOVE, INQUIRIES ARE NOT TO BE DIRECTED TO ANY STAFF MEMBER OR OTHER MEMBER OF THE IFA OR ANY OTHER STATE-RELATED EMPLOYEE OR ANY OTHER RELATED PARTY TO THE TRANSACTION. SUCH ACTION MAY DISQUALIFY THE RESPONDENT FROM FURTHER CONSIDERATION FOR A CONTRACT AS A RESULT OF THIS RFP. RESPONDENTS MAY NOT RELY UPON VERBAL RESPONSES TO ANY INQUIRY.**

**V. Selection Process and Criteria**

The IFA will review all of the responses in the following manner:

1. Each response will be evaluated on the basis of the Specific Criteria listed below.

2. Based on the results of the evaluation, the response(s) determined to be most advantageous to the IFA, taking into account all of the evaluation criteria, may be selected by the IFA for further action.
3. The IFA supports the “Buy Indiana” initiative. It is a strong preference that respondents meet the definition of an Indiana Business. Please refer to the following website to see if you fit within the definition and to learn more about the “Buy Indiana” initiative:  
<http://www.in.gov/idoa/proc/buyindiana.html>.
4. The IFA must approve changes in the composition of a Respondent team after submission if the team is comprised of more than one entity.
5. A single Respondent or a limited number of Respondents may be selected for interviews and/or contract negotiations. In the event that negotiations are not satisfactory, IFA reserves the right to interview and/or negotiate with additional Respondents, but is not obligated to do so.
6. IFA will determine which response offers the best means of serving the interests of the IFA.

Responses will be evaluated based upon the documented ability of the Respondent to satisfy the requirements of this RFP in a cost-effective manner. Specific Criteria include:

1. Ability of Marketer to provide the services relating to a potential SNG transaction involving the IFA.
2. Technical qualifications, experience, and reputation of the Respondent.
3. Demonstrated experience and expertise in natural gas marketing.

## **VI. Required Respondent Information**

The IFA requires that the following information be included in the response. Additional information may be and is encouraged to be submitted in order for the IFA to better evaluate the selection criteria listed above. A concise yet thorough collection of information is requested. Responses are limited to thirty (30) pages.

1. Company name and address of principal location and office(s).
2. Please describe:
  - (a) A brief history of your entity and how the selection of your entity would benefit the IFA.
  - (b) Your entity’s experience, background, or expertise that qualifies your entity for the services.
  - (c) Number of full-time regular employees and how many of those are located in Indiana, if any.
3. List names, titles, and experience of the team members who would be assigned to perform significant work under any contract. The IFA would like to have one individual assigned to plan and coordinate all services under any contract. Also provide the names

and experience of supervisory personnel who would be assigned to the performance of any contract. Briefly outline the roles of the team members and supervisory personnel.

4. Indicate how your entity will provide the services requested in this RFP, and outline the procedures to be used by the entity in providing a unified team approach. The response should include a statement of the philosophy of the team's approach to this project. Provide any project histories or other information available that would indicate past performance on similar types of projects (especially those which would address the selection criteria).
5. References:
  - (a) Provide a list of several former customers or clients who can provide information about similar work your entity has completed and their experiences relating to that work (references may be contacted).
  - (b) Provide a list of financial references that can provide information about the entity.
6. Submit a list of similar energy sector work, specifically any work relating to gasification facilities, completed within the last five years. The list should be of comparable projects in which team members have participated. Respondents should specify how these comparable projects relate to the proposed coal gasification project. Feel free to submit an example of similar prior work that is not subject to the thirty (30) page limit.
7. Submit a list of any assignments your entity has failed to complete within the last five years.
8. Describe how your entity would propose to be compensated under an engagement for the services included in this RFP, including an estimate or range of costs for the services described in the scope of work.

## **EXHIBIT A - BOILERPLATE**

1. **Access to Records.** The Service Provider and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during this Agreement term, and for three (3) years from the date of final payment under this Agreement, for inspection by the IFA or its authorized designees. Copies shall be furnished at no cost to the IFA if requested.
2. **Assignment; Successors.** The Service Provider binds its successors and assignees to all the terms and conditions of this Agreement. The Service Provider shall not assign or subcontract the whole or any part of this Agreement without the IFA's prior written consent. The Service Provider may assign its right to receive payments to such third parties as the Service Provider may desire without the prior written consent of the IFA, provided that Service Provider gives written notice (including evidence of such assignment) to the IFA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.
3. **Authority to Bind Service Provider.** The signatory for the Service Provider represents that he/she has been duly authorized to execute this Agreement on behalf of the Service Provider and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Service Provider when his/her signature is affixed, and accepted by the IFA.
4. **Changes in Work.** The Service Provider shall not commence any additional work or change the scope of the work until authorized in writing by all signatories hereto. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
5. **Compliance with Laws.**
  - A. The Service Provider shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
  - B. The Service Provider and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IFA or the State, as set forth in IC 4-2-6 *et seq.*, IC 4-2-7 *et seq.*, the regulations promulgated thereunder, Executive Order 04-08, dated April 27, 2004. If the Service Provider is not familiar with these ethical requirements, the Service Provider should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Service Provider or its agents violate any applicable ethical standards, the Service Provider may be subject to penalties under IC 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
  - C. The Service Provider certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the IFA or the State. Further, the Service Provider agrees that any payments in arrears and currently due to the IFA or the State may be withheld from payments due by the IFA to the Service Provider.

- D. The Service Provider warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the IFA or the State, and agrees that it will immediately notify the IFA of any such actions.
  - E. Any payments that IFA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
  - F. The Service Provider warrants that the Service Provider and its subcontractors, if any, shall obtain and maintain all required registrations, permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the IFA.
  - G. The Service Provider affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
  - H. As required by IC 5-22-3-7:
    - (1) The Service Provider and any principals of the Service Provider certify that, in accordance with IC 5-22-3-7, (A) the Service Provider, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 (Telephone Solicitation Of Consumers), (ii) IC 24-5-12 (Telephone Solicitations), or (iii) IC 24-5-14 (Regulation of Automatic Dialing Machines) in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Service Provider will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.
    - (2) The Service Provider and any principals of the Service Provider certify that an affiliate or principal of the Service Provider and any agent acting on behalf of the Service Provider or on behalf of an affiliate or principal of the Service Provider (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.
- 6. Confidentiality of IFA Information.** The Service Provider understands and agrees that data, materials, and information disclosed to Service Provider may contain confidential and protected information. The Service Provider covenants that data, material, and information gathered, based upon, or disclosed to the Service Provider for the purpose of this Agreement will not be disclosed to or discussed with third parties without the prior written consent of the IFA.
- 7. Conflict of Interest.**
- A. As used in this section:
    - “Immediate family” means the spouse and the unemancipated children of an individual.
    - “Interested party,” means:
      - 1) The individual executing this Contract;
      - 2) An individual who has an interest of three percent (3%) or more of Service Provider, if Service Provider is not an individual; or



- 3) Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Commission” means the State Ethics Commission.

- B. Service Provider has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the IFA or the State. The obligation under this section extends only to those facts that Service Provider knows or reasonably could know.

8. **Debarment and Suspension.** The Service Provider certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Service Provider.

9. **Drug-Free Workplace Certification.** The Service Provider hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Service Provider will give written notice to the IFA within ten (10) days after receiving actual notice that the Service Provider or an employee of the Service Provider has been convicted of a criminal drug violation occurring in the Service Provider’s workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of agreed upon payments, termination of this Agreement and/or debarment of contracting opportunities with the IFA for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreed upon amount set forth in this Agreement is in excess of \$25,000.00, Service Provider hereby further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Service Provider and made a part of the contract or agreement as part of the contract documents.

The Service Provider certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Service Provider’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Service Provider’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Service Provider of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing to the IFA within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**10. Governing Laws.** This Agreement shall be construed in accordance with and governed by the laws of the State and suit, if any, must be brought in the State. The Service Provider specifically consents to this jurisdiction.

**11. Indemnification.** The Service Provider agrees to indemnify, defend, and hold harmless the IFA and the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Service Provider and/or its subcontractors, if any, in the performance of this Agreement. The IFA and the State shall not provide such indemnification to the Service Provider.

**12. Independent Contractor.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Service Provider shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Service Provider's employees.

**13. Licensing Standards.** The Service Provider and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Service Provider pursuant to this Agreement.

**14. Merger & Modification.** This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

**15. Minority and Women Business Enterprise Compliance.** The Service Provider agrees to comply fully with the provisions of the Service Provider's MBE/WBE participation plan.

**16. Nondiscrimination.** This covenant is enacted Pursuant to the Indiana Civil Rights Law, specifically IC 22-9-1-10, and in keeping with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act.

Pursuant to the Indiana Civil Rights Law, specifically IC 22-9-1-10, and in keeping with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Service Provider shall not discriminate against any employee or applicant for employment in the performance of this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Services Provider certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on Protected Characteristics in the provision of services.

**17. Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Service Provider prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire" and the Service Provider transfers any ownership claim to the IFA and all such materials will be the property of the IFA. Use of these materials, other than related to contract performance by the Service Provider, without the prior written consent of the IFA, is prohibited. During the performance of this Agreement, the Service Provider shall be responsible for any loss of or damage to these materials developed for or supplied by the IFA and used to develop or assist in the services provided while the materials are in the possession of the Service Provider. Any loss or damage thereto shall be restored at the Service Provider's expense. The Service Provider shall provide full, immediate, and unrestricted access to the work product during the term of this Agreement.

**18. Penalties/Interest/Attorney's Fees.** The IFA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1. Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the IFA's failure to make prompt payment shall be based solely on the amount of funding originating from the IFA and shall not be based on funding from federal or other sources.

**19. Security and Privacy of Health Information.** The Service Provider agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Agreement, to maintain compliance throughout the life of this Agreement, to operate any systems used to fulfill the requirements of this Agreement in full compliance with HIPAA and to take no action which adversely affects the State of Indiana's HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Service Provider assures that it will appropriately safeguard Protected Health Information (PHI), as defined by the

regulations, which is made available to or obtained by the Service Provider in the course of its work under this Agreement. The Service Provider agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the IFA as required by the final regulations.

- 20. Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.
- 21. Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.
- 22. Taxes.** The IFA is exempt from state, federal, and local taxes. The IFA will not be responsible for any taxes levied on the Service Provider as a result of this Agreement.
- 23. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the Duties and Services or Consideration provisions. Expenditures made by the Service Provider for travel will be reimbursed at the current rate paid by the IFA and in accordance with the State of Indiana Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the IFA for availability of funds and for appropriateness per Circular guidelines.
- 24. Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the IFA's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or for any cause of action arising out of the performance of this Agreement, and the Service Provider shall be and remain liable to the IFA in accordance with applicable law for all damages to the IFA caused by the Service Provider's negligent performance of any services furnished under this Agreement.
- 25. Work Standards.** The Service Provider shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the IFA becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the IFA may request in writing the replacement of any or all such individuals, and Service Provider shall grant such request.
- 26. Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that he/she is the Service Provider, or that he/she is the properly authorized representative, agent, member or officer of the Service Provider, that he/she has not, nor has any other member, employee, representative, agent or officer of the Service Provider, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.